

1294

CONTRACTUAL AGREEMENT  
BETWEEN  
ANDOVER REGIONAL EDUCATION ASSOCIATION  
CUSTODIAL PERSONNEL  
AND  
ANDOVER REGIONAL BOARD OF EDUCATION  
1995-1998

PREAMBLE

This agreement entered into this 1st day  
of July, 1995 by  
and between the Board of Education of the Andover  
Regional School District, the Township and Borough  
of Andover, New Jersey, hereinafter called the  
"Board" and the Andover Regional Custodial  
Personnel, hereinafter called Custodians.

This contract represents the only agreement between  
the parties as noted in Article I, governing rates  
of pay, wages and terms and conditions of employment  
of the employee, and is in no way intended to grant  
tenure.

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ARTICLE I  
RECOGNITION

- A. The Andover Regional Board of Education, in accordance with the privilege extended by the Public Employment Relations Commission in N.J.A.C. 19:11-3.1, grants recognition to the Andover Regional Education Association as the sole representative for collective negotiations as a bargaining unit for the Custodial personnel noted below who work twenty hours or more per week.

INCLUDING: Custodial personnel employed by the Andover Regional Board of Education in the school buildings.

EXCLUDING: Temporary, seasonal and part-time employees other than regular contracted part-time employees working an average of less than twenty (20) hours a week.

- B. Unless otherwise indicated, the term "Custodian", when used hereinafter in this Agreement, shall refer to all custodians represented by the A.R.E.A. as above defined.

ARTICLE II  
NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the Public Employee-Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Any agreement so negotiated and ratified shall apply to all employees identified under Article I, be reduced to writing and be signed by the A.R.E.A. and the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. All proposals may be mutually exchanged at the first scheduled negotiation session or at an earlier date as agreed upon by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance is a claim by an employee or the A.R.E.A. based upon the interpretation, application or violation of this Agreement.
2. An aggrieved person is the person or persons of the A.R.E.A. making the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

#### C. Procedure

1. Time limits - Parties must initiate this procedure within 30 days of the alleged occurrence. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Extension to September is available if requested by either party and if grievance is filed near to the end of the school year.
2. Level one-Principal or immediate supervisor - An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the A.R.E.A.'s designate representative, with the objective of resolving the matter informally. Grievant will state the sections violated, date of occurrence and relief sought.
3. Level two-C.S.A. -If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered with five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the A.R.E.A. within five (5) school days after the decision at Level 1 or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the A.R.E.A. may refer it to the superintendent of schools, who shall hear said grievance. The aggrieved person, the grievance committee and/or other representatives may attend.

4. Level three-Board of Education - If the aggrieved is not satisfied with the disposition of the grievance at Level 2 or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the A.R.E.A. may, within five (5) school days after a decision at Level 2 or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance with the Board.

5. Level four - arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the board of education, he/she may, within five (5) school days after a decision by the board of education or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the A.R.E.A. submit its grievance to arbitration. If the A.R.E.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. The parties agree to use the American Arbitration Association as the administering agency and shall be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the A.R.E.A. and shall be advisory on both parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the A.R.E.A. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and A.R.E.A.-Any aggrieved person may be represented at all stages of the grievance procedure by representative(s) elected or approved by the A.R.E.A.

#### E. Miscellaneous

- 1a. Group Grievance - If, in the judgment of the A.R.E.A., a grievance affects a group or class of employees within one school building the A.R.E.A. may submit such grievance in writing to the building principal. The A.R.E.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Group grievances will identify the class or category of employee affected.
- 1b. Group Grievance - If, in the judgment of the A.R.E.A., a grievance affects a group or class of employees employed within both schools, the A.R.E.A. may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level two. The A.R.E.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Group grievance will identify the class or category of employee affected.
2. Written Decisions - Decisions rendered at Level one which are unsatisfactory to the aggrieved person and all decisions rendered at Levels two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the A.R.E.A. Decisions rendered at Level four shall be in accordance with the procedures set forth in section C.5.c of this Article.
3. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the superintendent and the A.R.E.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designed or selected representatives, heretofore referred to in this Article.

## ARTICLE IV

### A.R.E.A. CUSTODIAL PERSONNEL RIGHTS

- A. The rights and privileges of the A.R.E.A. Custodial Personnel and its representative(s) as set forth in this Agreement shall be granted only to the A.R.E.A. as the exclusive representative of the A.R.E.A. custodial employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- B. The A.R.E.A. Custodial Personnel and their representatives may have the right to use school buildings and office equipment for meetings and preparation of association materials, providing the facility is available on request through the building principal before 8 a.m. and after 4 p.m.

ARTICLE V  
EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the A.R.E.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the A.R.E.A. and its affiliates, his/her participation in any activities of the A.R.E.A. or its affiliates, collective negotiations with the Board, or his/her institution of any grievance, under the Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees here shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.
- D. All employees will be provided with a job description.

## ARTICLE VI

### WORK YEAR

#### Work Year

##### A. Regular School Year

A schedule of work, as indicated below, shall include thirty-nine (39) hours for the school term beginning the last full week of August and ending the last full week of June. Time sheets shall be completed each day.

Day Shift	Evening Shift
6:30-2:40	2:30-10:40
1/2 hour lunch	1/2 hour lunch

##### B. Saturday Shift

8:00 A.M. - 12 noon

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Each custodial staff member shall provide coverage at Florence M. Burd School every sixth Saturday on a rotating basis during the regular school year.

##### C. Summer Schedule

A schedule of work, as indicated below, shall include thirty-nine hours for the summer period.

6:00 A.M. - 4:15 P.M.  
1/2 hour lunch  
Monday - Thursday

Time sheets shall be completed each day.

##### D. Overtime and Non-Scheduled Hours

Overtime shall be defined as any hours worked beyond the regular contractual hours and shall be paid at the rate of 1-1/2 times the respective custodian's hourly rate of pay. Holiday overtime shall be defined as any hours worked beyond the contractual hours on any of the defined holidays listed elsewhere in these terms and conditions and shall be paid at the rate of two (2) times the respective custodian's hourly rate of pay. All request for overtime shall, except in emergencies, receive the prior approval of the building principal and superintendent of schools.

##### E. In the event a custodian is called in during his/her non-scheduled time, said custodian will be compensated a minimum of two (2) hours pay for the first 2 hours work or any portion thereof.

ARTICLE VII  
VACATION AND HOLIDAYS

A. Vacations:

After 1-4 years	10 days
After 5-9 years	15 days
After 10 years	20 days

B. Holidays:

Custodians shall receive the following thirteen (13) paid holidays for 1995-1998:

- Independence Day
- Labor Day
- NJEA Convention (2 days)
- Thanksgiving (2 days)
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- President's Day
- Good Friday
- Memorial Day

During the term of this agreement, holidays on a weekend will be replaced by floating holidays. These days may be utilized at any time after the date earned upon approval of the superintendent. These days must be utilized by June 30 of the contract year as they are not cumulative.

## ARTICLE VIII

### SICK LEAVE

- A. Full-time custodians shall receive thirteen (13) days sick leave per year or pro-rated based on employment date. Such days shall be cumulative.
- B. Extended illness leave may be granted for a maximum thirty (30) consecutive work days at full pay less the cost of a substitute. Such extensions shall be considered by the Board on a case-by-case basis.
- C. Upon retirement (not vesting), any custodian with a minimum of fifteen (15) years of service in the District shall be eligible for partial reimbursement of unused accumulated sick leave. Reimbursement shall be made on the basis of the number of sick days to which the employee is entitled at the time of retirement times \$2.00 times the number years service to the District up to \$3,500.00.
- D. Upon retirement, any custodian with a minimum of 15 years of service in the District shall be eligible to continue any or all insurance coverages currently in existence at the time of retirement if he/she so desires and any future extended benefits offered, with the agreement of each carrier, in either case. Premiums for said coverage shall be the responsibility of the custodian. The custodian may elect to use any financial benefits due him/her under Paragraph C for premium payment if he/she elects to do so. When these funds are exhausted the custodian shall be responsible for reimbursing the Board for said premiums on a schedule agree to between the Board and the custodian.
- E. Custodians shall be given a written accounting of accumulated sick leave days no later than July 1st each school year.

ARTICLE IX  
TEMPORARY LEAVES OF ABSENCE

- A. Custodians shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

1. Death in the Immediate Family

Immediate family shall be defined as the custodian's spouse, child, parent, father-in-law, mother-in-law, brother, sister, or grand-child. Absence due to death for such relatives shall be allowed for a period not to exceed five (5) days.

2. Other Death in the Family

Absences due to the death of other relatives not defined in Section I will be allowed for the day of the funeral.

3. Personal Days

- a. For custodial staff who completed ten (10) years by July 1, 1987 - 4 days
- b. All other custodial staff shall receive 3 personal days.
- c. Such days are not cumulative.

4. Family Illness

Up to three (3) days with pay shall be granted for illness in the immediate family.

ARTICLE X  
EXTENDED LEAVES OF ABSENCE

- A. Child-bearing and/or child-rearing leave for custodians shall be granted at the request of the custodian. Child-rearing leave shall commence at either the conclusion of the period of disability associated with child-rearing or upon assumption of custody of the child. Child-rearing leave shall be requested at least 90 days prior to the start of the leave. The request must be in the form of a letter of application to the Chief School Administrator. A custodian on child-rearing leave shall notify the CSA of his/her intent to return to active employment or resign no later than April 1st of the school year preceding the term in which his/her leave would expire.
- B. Any custodian adopting a child may receive a leave of absence under the conditions set forth in Part A of this Article. Such leave shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements of adoption, but in no case with less than thirty (30) days written notice to the Chief School Administrator.
- C. Other leaves of absence, without pay, may be granted by the Board if it deems it in the best interest of the school district.
- D. All benefits to which a custodian was entitled to at the time of his/her leave, including accumulated sick leave, shall be restored to him/her upon his/her return. He/She shall be placed on the salary at the same level she would have attained on the date the leave commenced.
- E. Leaves of absence defined in this Article and any extensions thereof shall be applied for in writing. If approved, the leave and/or extension shall be granted in writing.

ARTICLE XI  
EMPLOYMENT PROCEDURES

- A. It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other 15 days notice in writing of intention to terminate the same.

ARTICLE XII  
SENIORITY AND JOB SECURITY

- A. The Andover Regional School District seniority is defined as service by appointed employees in the Andover Regional District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose accumulated school district seniority only if he/she:
  - Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- B. In the event of reduction in force, the custodians shall be laid off in inverse order of seniority.

ARTICLE XIII  
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of vacancies.

The C.S.A. shall post vacancies as they occur.

## ARTICLE XIV

### EMPLOYEE EVALUATION

- A. Each member of the A.R.E.A. Custodial staff shall be evaluated by his/her immediate supervisor(s) at least once in each school year, to be followed in each instance by written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying deficiencies and extending assistance for their correction.
- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- C. Each member of the A.R.E.A. Custodial staff shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day prior to any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. Each employee shall be required to sign the evaluation to verify that he/she has seen it and had an opportunity for a conference.

## ARTICLE XV

### PROMOTIONS

- A. Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory levels of responsibility.
  1. When school is in session, a notice shall be posted as far in advance as practicable. Applications shall be kept on file in the office of the C.S.A. for continual consideration for future vacancies for a period of two years or until the office is notified in writing by an applicant that the application is withdrawn.
  2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not in session shall submit their names to the C.S.A. together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.

ARTICLE XVI  
FAIR DISMISSAL PROCEDURE

- A. On or before June 1st of each year, the Board shall give to each member of the custodial staff, continuously employed since the preceding September 30th either:
- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association,

or
  - b. a written notice that such employment shall not be offered.

## ARTICLE XVII

### INSURANCE PROTECTION

- A. In addition to the base salary, all custodians will be eligible for medical insurance coverage under the Board-sponsored New Jersey State Health Benefits Program. The Board will pay, as part of its contractual arrangement with the custodians, full coverage for custodians and/or their family members or dependents as eligible under the provisions of the NJSHBP. It will be the responsibility of the custodian to determine the type of coverage necessary for their protection and to notify the Board of any desired change in coverage from the previous year by March 15th. Changes will be accepted after that date only if there is a change in the custodian's marital or family status.
2. The Board has agreed to continue a dental health program for all custodians and family. The Board has also agreed to assume any additional premiums for the school years of the contract.
3. The Board shall provide a prepaid Prescription Program for all custodians and their families. Co-pay amounts shall be \$2.00 for generic drugs and \$6.00 for regular drugs.
4. The Board shall be responsible during the 1995-98 school years for all premium increases in insurance coverage as described above.
5. The Board may change insurance carriers provided the A.R.E.A. is given the opportunity to examine the proposed policy and provided the A.R.E.A. agrees in writing that the replacement policy is acceptable and agreeable to it and its members, as it considers such replacement as being equal or better.
6. Custodians who retire from the school district will be permitted to purchase the insurance benefits provide in Section F.1. above to the extent allowed by the carrier. The custodian shall pay the premium cost prior to the premium due date.

## ARTICLE XVIII

### SALARIES

- A. Each school year custodians may individually elect to have a dollar amount not less than \$25.00 withheld from their monthly pay and forwarded by the Board Secretary to the Bank of New York/National Community Division or Tri-Co Federal Credit Union for deposit in their personal savings account. Responsibility for opening the account and forwarding the forms directly rests with the custodian. Authorization for the Board Secretary to withhold money for the school year must be completed by the individual custodian on a form prescribed by the Board and said form must be submitted to the Chief School Administrator by September 1, annually. Authorization cannot be changed at any time during the school year. Any transaction regarding withdrawals from their accounts shall be the responsibility of the custodian and the saving institution.
- B. A schedule of wages shall be adopted annually by the Board of Education.
- C. To earn one year's credit on the salary guide, more than half a contractual year must be served in the position.
- D. All custodians currently employed in the District shall receive salary increases of 4.6% for the 1995-1996 contract year, 4.9% for the 1996-97 contract year, and 4.9% for the 1997-98 contract year.
- E. An additional \$425.00 stipend will be granted and paid to Custodians holding a valid Black Seal Boiler License. To be eligible for the initial stipend, a custodian must hold his/her Black Seal Boiler License by January 1st of the applicable school year.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

- A. The Board will provide payroll deduction for Tax-sheltered Annuities.
- B. The Board and A.R.E.A. agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- C. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- D. Staff Development

Attendance at conferences, workshops, seminars or other staff development activities may be allowed with pay and expenses upon prior approval by the Superintendent of Schools.

- E. Custodians are required to obtain a Black Seal Boiler License within one year of initial date of employment. Custodians seeking to attain a Black Seal Boiler License shall be reimbursed for all directly related costs. (Registration and materials)

#### F. Uniform Allowance

Board paid and purchased uniforms with the exception of shoes will be provided to all custodial staff.

The Board agrees to provide an annual allowance for work shoes of up to \$75.00.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998.
- B. In witness thereof the A.R.E.A. has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president, attested by its secretary and its corporated seal to be placed hereon, all on the day and year first written above.

ANDOVER REGIONAL EDUCATION ASSOCIATION

BY Carol Ann

President

BY Jeanne L. van den Driessche

Secretary

DATE September 5, 1995

ANDOVER REGIONAL BOARD OF EDUCATION

BY Anne C. Lynch

President

BY Jeanne L. Stoff

Secretary

DATE September 5, 1995